

CITY OF COLONIAL HEIGHTS, VIRGINIA



INVITATION # SP14-112002-1034

PROVIDING MECHANICAL MAINTENANCE SERVICES FOR CITY OF COLONIAL HEIGHTS VA

**MANDATORY PRE-BID CONFERENCE: NOVEMBER 12, 2014, 10:00AM
PROPOSALS DUE: NOVEMBER 21, 2014, 2:00 PM**

REQUEST FOR PROPOSAL

City of Colonial Heights
Purchasing Department
201 James Avenue – P.O. Box 3401
Colonial Heights, VA 23834-9001
Judi L. Whitt, Procurement Specialist
(804) 520-9358 Fax (804) 524-8723
whittj@colonialheightsva.gov

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Sealed Proposals, subject to the specifications and conditions contained herein and attached hereto, will be received at the above office until, but no later than **2:00 PM, Friday, November 21, 2014**. The City of Colonial Heights will have a committee to review all proposals and select a company for an Annual Contract for Mechanical Maintenance Services. **A mandatory pre-bid conference will be held on Wednesday, November 12, 2014, at 10:00 A.M. followed by an inspection of the sites.**

The successful contractor will be responsible for the HVAC systems maintenance including preventative maintenance, repair, and emergency services to maintain effective and economical operations of the facilities for the City of Colonial Heights. The selected firm (Contractor) shall furnish all labor, materials, tools necessary to maintain all heating and cooling for the facilities. The company (Contractor) shall have the ability to replace and install new systems as necessary to maintain the proper heating and cooling in the facilities.

Your proposal to be considered must be submitted in the format requested herein. If for any reason you deviate from this Request for Proposal, indicate the reason in detail. Other than minor deviations, no alternative proposal will be considered. Five (5) copies of your proposal must be submitted in a sealed envelope. All firms shall sign their proposal and return by the time specified. Failure to comply with these requirements may be cause for rejection of proposal.

Time is of the essence, and any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Purchasing Department personnel or designated personnel before the deadline outlined above.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Colonial Heights encourages all businesses, including minority and women-owned businesses to respond to all invitations to Bid and Request for Proposals.

The City may, if deemed necessary, ask for interviews with all or several of the firms submitting proposals.

The right is reserved to reject any or all proposals submitted and also, to make award where it appears it will be to the best interest of the City.

Any proposal submitted, **MUST** be signed by an individual authorized to bind the offeror. All proposals submitted without such signature will be deemed non-responsive and will not be accepted.

The offeror shall submit three (3) references for work performed similar to that of this contract. References shall include a contact person's name and telephone number.

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****** Enclosed is a “Non-Collusion Statement” that must be signed and return with the proposal. ******

Questions relating to this Request for Proposal should be directed to Ms. Judi L. Whitt, Procurement Specialist, telephone (804) 520 – 9358, whittj@colonialheightsva.gov. Questions relating to the Nature of Services should be directed to Eddie Hardy, Buildings and Grounds Supervisor at 804-922-0047, hardye@colonialheightsva.gov.

If you desire not to submit on this Proposal, please forward your acknowledgment of “NO PROPOSAL SUBMITTED” to the above address.

Mark outside of envelope with Subject SP14-112002-1034 – closing date and time for receipt of proposal.

Proprietary Information

The Code of Virginia states: “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.”

Minority Bidders

The City of Colonial Heights Purchasing Department encourages all businesses, including minority and women-owned business to respond to all invitations to Bid and Requests for Proposals.

Availability of Funds

It is understood and agreed between the parties that the City of Colonial Heights shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Choice of Law and Venue

Any disputes under a resulting contract, that cannot be resolved between the City of Colonial Heights and the contractor, must be resolved in the Circuit Court of the City of Colonial Heights. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws and regulations.

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Termination of Contract

It shall be the sole right of the City to terminate any contract upon written sixty (60) day notification to the contractor.

Nondiscrimination Clause

In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

1. The contractor will not discriminate against any employee or applicant for employment because of disability, race, religion, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor shall include the provisions of the foregoing paragraphs, 1, 2 and 3 in every subcontract or purchase order over \$10,000 so that the provision will be binding upon each subcontractor or vendor.

Drug Free Workplace

In accordance with Section 2.2-4312 of the *Code of Virginia*, during the performance of this contract, the contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
4. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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For the purpose of this section, “drug free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor.

Faith-Based Organizations

In accordance with Code of Virginia, Section 2.2-4343.1, the City of Colonial Heights does not discriminate against faith-based organization.

Contractor’s Insurance

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor’s execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City, and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish an original Certificate of Insurance, naming City of Colonial Heights as an additional insured. The Contractor shall furnish insurance in satisfactory limits and on forms and of companies which are acceptable to the Owner’s Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract. The contractor will provide a minimum of liability insurance as follows:

- a. Workmen’s Compensation – Statutory Limits
- b. Contractors liability covering all operations performed by the contractor or any subcontractor with limits of not less than \$1,000,000 combined single limit. Sub contractors are subject to the same limits and must submit certificates of insurance to this office. All certificates of insurance must name the City of Colonial Heights as additionally insured.
- c. Automobile liability insurance-all owned, non-owned and hired automobiles with same limits as in (b) above.

Certification of above insurance requirements will be required before the issuance of an award.

Certificate Holder should be listed as – City of Colonial Heights, c/o Purchasing Department, 201 James Avenue, 2nd Floor, P.O. Box 3401, Colonial Heights, VA 23834-9001.

If the Certificate of Insurance Form being furnished is other than the City Form, the certificate of insurance submitted must be modified by striking the words “endeavor to” in the second line and by striking the clause “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”.

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Insurance required above shall not be canceled, limited in scope, or non-renewed until after thirty (30) days prior written notice has been given to the Purchasing Department, City of Colonial Heights.

Certificates of Insurance shall be signed by an authorized agent of the insurance company and shall attach to the certificate documentation containing company affiliation and title, address and telephone number. Name of person signing certificate of insurance shall also print their name. The authorized agent signing on behalf of the Insurance Company must submit certification that they are a licensed agent to do business for the Company within the State of Virginia.

PROTECTION OF PERSONS AND PROPERTY

Safety Precautions and Programs – The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this contract.

Other Contract Documents – (Forms Provided Must be Used)

The contractor agrees to be responsible for, indemnify and hold harmless the City and its representatives from the payment of all sums of money by reason of any claim against the City or its representatives under the Workmen's Compensation Act, and by reason of all or any other accident, injuries, damage or hurt to persons or property that may happen to occur upon or about said work. The contractor agrees that it will, at all times, and at least for one (1) year after the completion of the work, indemnify and hold harmless the City against liabilities from injuries to persons or property, directly or indirectly arising out of the performance or nonperformance of the contract.

Damages to premises, any loss of or damage to property in buildings or to the buildings, caused by the contractor or its employees or agents, shall be promptly repaired or replaced to the satisfaction of the City by the Contractor at the Contractor's expense.

The Hold Harmless Agreement shall be submitted by the successful offeror upon award of the Contract.

Contractor Registration

If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by a Offeror is required under any twelve month period is five hundred thousand dollars (\$500,000) or more, the Offeror is required under Title 54.1-1100, Code of Virginia (1950) as amended, to be licensed by the State Board of Contractors as a "Class A Contractor". If such a contract referred to in a single contract or project is for ten thousand dollars (\$10,000) or more but less than one hundred twenty thousand dollars (\$120,000), and the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is one hundred fifty thousand (\$150,000) or more, but less than seven hundred fifty thousand (\$750,000), the Offeror is required to licensed as a "Class B Contractor". If such a contract is for a single contract or project is one thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than one hundred fifty (\$150,000), the Offeror is required to be licensed as a "Class C Contractor". The Offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature, the contractors class and license number.

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If the offeror shall fail to provide this information on his proposal or on the envelope containing the bid and shall fail to promptly provide said Contractor license to the City of Colonial Heights in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950) as amended, and his offer will not be considered.

If a Offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

Qualification of Offerors

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. A list of three (3) references is required with the bid submittal. The Owner reserves the right to reject any proposal if evidence submitted by or investigation of such offeror fails to satisfy the Owner that contemplated therein. Conditional offers will not be accepted.

Request for Proposal Process

Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal shall be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, offerors should send a copy of this proposal filled out and limit their response to 10 typed pages, font size shall be no smaller than 10.**

The following information should be included in the proposal

- Company profile: This should include the offeror's headquarters; location of the office that will manage the City's contract; phone and fax number and email address; size, financial stability and organization structure; years in business, number of full time employees, etc.
- Proposed project team: Please include resumes of only those staff to be assigned to the City of Colonial Heights.
- Related Experience: Please describe the offeror's prior related experience and expertise in providing services as listed herein only. The references should be for those facilities similar in size and scope to the City of Colonial Heights only. These references should include names, addresses, contact personals and phone numbers.
- Project understanding: Provide a narrative demonstrating the offeror's full understanding of all services and tasks required to successfully administer to and complete this contract.

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- Project approach/methodology: Provide a narrative fully and completely describing the billing system proposed and the approach/methodology proposed by the offeror in providing these needed service. Detailed process flow charts fully outlining all steps, milestones, approval points, meeting etc. are preferable.
- Fee/costs: Please provide complete, detailed and itemized description/breakdown of all fees, charges and cost associated with the services to be provided. This should include all license and potential future maintenance fees, etc.

The offeror's proposal should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria described herein.

Evaluation Criteria

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the City's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and be specific in presenting their qualifications.

- Qualifications of the offeror including overall qualifications, experience, and expertise in managing and operating an emergency services billing system with a governmental or municipal entity similar in size and scope to the City of Colonial Heights, VA
- Methodology and approach of the offeror to providing services including personnel, technology, equipment, hours of service, quality processes, and methods of operation.
- Demonstrated ability of the offeror to perform all specified functions of the work
- Fees

EXAMINATION OF FACILITIES

It shall be the full responsibility of all bidders to conduct a thorough and complete examination of the facilities prior to submitting their bid. **A Mandatory Bidder's Conference will be held on Wednesday, November 12, 2014, at 10:00 A. M. at the Colonial Heights City Council Chambers, 201 James Avenue, 1st Floor, Colonial Heights, Virginia. Prospective Offerors are requested to contact Judi L. Whitt, Procurement Specialist, Purchasing Department, telephone (804) 520-9358 if they plan to attend. Site inspections of the facilities to be maintained will be conducted following this pre-proposal conference.** Failure of contractor's/offerors to completely familiarize themselves with the conditions and contract requirements prior to submission of proposals, shall in no way relieve the contractor of the responsibility of performing in such a manner as to meet or exceed the intent of the specifications. The Contractor is warned that no officer of the City other than the Purchasing Agent through a properly issued Addendum to Specifications is able to change the requirements of these specifications and contract documents either verbally or in writing.

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Selection Procedure

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Basis for Award

Information and/or factors gathered during short listing, interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this Request for Proposal, any other information or factors deemed relevant by the City, shall be utilized in the final award decision.

Scope of Service

It is the intent of this proposal to procure a contract to provide complete Mechanical Maintenance for the service and repair of mechanical equipment. It is the intent of any resulting contract to have repair work done on an "On Call" basis and to have preventive maintenance service calls that are performed four (4) times yearly.

Preventive Maintenance Inspections are to be performed as scheduled below during regular working hours – 8:00 A.M. to 4:30 P.M., Monday through Friday. The City's representative must be notified at least twenty-four (24) hours prior to inspection. **(The PM inspections will be performed during the first two weeks of the month in which they are scheduled.)** The firm may propose a schedule on how the offeror plans to conduct the PM inspections.

July – PM Inspection

January – PM Inspection

October – PM Inspections and Clean
all Boilers/Burners

April – PM Inspection, after March 15
Start Air Conditioners

CONTRACT PERIOD

The Contract period shall run from date of award for one (1) year. The right is reserved to extend this contract for a period not to exceed five (5) years to be mutually negotiated at a reasonable time (60 days) prior to the expiration date; same to be agreeable to both Contractor and the City. Any increase shall not exceed the Consumer Price Index (CPI) for the previous twelve (12) month period. Rates quoted shall remain firm throughout the contract period.

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PERFORMANCE

If services provided are not, in the opinion of the City, satisfactory with respect to the intent of the Contract, the City may at its option, hire an outside contractor to correct the deficiencies found and deduct as liquidated damages all costs incurred from any unpaid amount due the contractor. The contractor shall provide all the services and materials specifically called for in the specifications.

The City of Colonial Heights may effect cancellation of the contract upon thirty (30) days written notice to the Contractor. The City may at its option terminate the Contract immediately if the service(s) provided do not meet with the complete satisfaction of the Buildings & Grounds Department.

All services shall be performed by service technicians who are qualified through factory or other training to work on the specific makes and types of equipment to be repaired/serviced and are directly employed and supervised by the Contractor. Evidence of stated qualifications shall be made available to the City upon request.

The City of Colonial Heights shall reserve the right to request replacement personnel for the preventive maintenance duties if the performance of personnel assigned by the Contractor is found to be unsatisfactory.

WORK AUTHORIZATION

NO REPAIR WORK shall be performed under this contract until the vendor has been contacted by the Buildings & Grounds Department or such person as authorized by this department. Any and all repair work performed without such approval shall be considered unauthorized and may be considered grounds for cancellation of contract or non-payment for work performed. Recommendations for repairs and construction work shall be presented to the City in writing accompanied by a cost estimate of the proposed work.

SUBLETTING OF CONTRACT

No portion of this contract will be sublet without prior approval of the Purchasing Agent.

WORKMANSHIP

All work will be performed in a first class manner. The contractor shall have adequate supervision on the work at all times. Employees of the contractor shall be fully uniformed and courteous at all times.

Requirements

All work performed will comply with State and City Codes. Furthermore, all materials furnished and installed shall be Underwriters Laboratories approved, where applicable.

The Contractor shall indemnify and save harmless the City, its agents or employees from and against all claims, damages, losses to persons or to property and expenses including attorneys' fees alleged to have been caused through the negligent performance of any part of the work herein, whether such default be asserted to have been in the performance of a duty of employees, to the owners of property or to members of the public. Contractor shall be responsible to the City for the acts and omissions of all persons, firms or corporations directly or indirectly employed by the contractor in connection with the work.

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In any and all claims against the City or any of their agents or employees by any employee of the Contractor or anyone directly or indirectly employed by them or any subcontractor or anyone for whose acts any of them may be liable, the indemnification obligation under above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts. Insurance coverage specified in any part of this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract.

All companies submitting bids will be fully outfitted companies capable of performing any and all work normally encountered in this type of operation. Bidder shall be prepared to give full details as to the size and capability of his organization to fulfill the requirements of a potential contract with the City and will furnish the City with three (3) references.

The City will, during the course of the contract, make demands upon the Successful Contractor which sometimes require immediate response. This is necessary due to the critical nature of work required under such a contract.

WORK TICKETS AND INVOICES

Each and every service call and/or repair shall be fully documented on a work ticket as to the work performed. Such documentation shall consist of hours worked, vehicle mileage, materials used on the job, number of mechanics and/or helpers, exact nature of service rendered and/or repairs and any other pertinent information. THIS WORK TICKET SHALL BE SIGNED BY A DESIGNATED CITY REPRESENTATIVE BEFORE THE WORKMAN LEAVES THE JOB SITE OR JOB AREA AND CO-SIGNED BY THE WORKMAN IN CHARGE A THE JOB SITE. A copy of the work ticket is to be given to the City representative at that time.

All invoices later submitted to the Department of Finance shall fully reflect all information on the original work ticket. To expedite payment of invoice, it is requested that a matching invoice number be used on both the work ticket and invoice. THIS PROCEDURE SHALL BE STRICTLY AND UNIFORMLY COMPLIED WITH IN ORDER FOR AN INVOICE TO BE PAID. REPEATED VIOLATIONS OF THIS REQUEST SHALL BE CONSIDERED BY THE CITY TO BE GROUNDS FOR CANCELLATION OF CONTRACT.

BASIS OF PAYMENT

Payment for contract will be made in four (4) equal payments upon satisfactory completion of preventive quarterly inspection. A copy of inspection report, signed by City authorized contract administrator must be submitted with invoice. Payment for emergency repair work shall be made upon satisfactory completion of work and receipt of invoice.

THE QUARTERLY PREVENTIVE MAINTENANCE INSPECTIONS SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

1. Lubricate all motors and bearings.
2. Check oil level in compressor and add as needed.

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3. Check oil pressure in compressor and adjust as needed.

4. Check head and suction pressures and adjust as needed.
5. Check control settings and operation and adjust as needed.
6. Check pneumatic control compressor, drain water and adjust as needed.
7. Check oil in air compressor and add as needed.
8. Align and adjust air unit belts as necessary. Replacement of belts shall be performed only after approval from the Buildings & Grounds Department. Labor shall be included in base bid price. City will pay additional cost of the belt(s).
9. Clean air compressor intake filters and properly clean the reusable ones.
10. Change all disposable filters and properly clean the reusable ones. Note **ALL FILTERS MUST BE PLEATED FILTERS IF IT IS NOT WASHABLE. ALL FILTERS THAT ARE CHANGED MUST HAVE CURRENT DATE WRITTEN ON NEW FILTER WHEN INSTALLING.**
11. Clean Fans and coils (inside units and outside units) as necessary.
12. Clean outside air intake screen.
13. Check for refrigerant leaks and advise if in need of repair.
14. Check for water leaks and advise if in need of repair.
15. Check burner for proper operation adjust/repair/clean as necessary for proper burn.
16. Make smoke test.
17. Check draft and make necessary adjustments.
18. Check CO2 and make necessary adjustments
19. Check electrodes and adjust for proper ignition.
20. Check fuel strainer, both line and pump and replace or clean when necessary.
21. Check oil pressure and adjust for proper combustion.

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22. Check combustion and adjust for best efficiency.
23. Check for fuel leaks and advise if in need or repair.

24. Check and lubricate drive motor bearings and replace as necessary. Replacement of bearings at additional cost to the City.
25. Check safety switch for proper operation and adjust as necessary.
26. Clean nozzle and electrodes and adjust as necessary.
27. Check flame detector, both photo-electric and conventional and adjust as necessary.
28. Check relief valves for proper operation and adjust if necessary.
29. Check water valves for proper operation and adjust as necessary.
30. Check thermostats and calibrate if necessary.
31. Check and adjust water level as necessary.
32. Check stack and breeching and notify the City of any abnormal conditions.
33. Check boiler tubes and notify the owner of any abnormal conditions.
34. Check condition of fire box and advise if in need of repair.
35. Clean all boilers and burners – September Inspection.
36. Start Air Conditioning – after March 15 and before May 15.
37. Gas Modine Heaters at the Main Pump Station and Reznor gas-fired heaters in Fire Station#1 to have the jets cleaned and adjusted during a preventive maintenance inspection prior to the heating season.

Note: Successful bidder shall supply necessary compressor oil at no extra expense to the City.
Refrigerant will be supplied by the City.

The Building & Grounds Department shall be notified twenty-four (24) hours prior to each inspection. **The inspections will be performed the first week of the month in which they are scheduled.** In addition to regular inspections and services as indicated, it will be necessary for the successful bidder to perform such emergency repairs and services as may be required and authorized by the City and to supply necessary replacement parts, materials and labor.

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Emergency repair and service work done on an “On-Call” basis shall follow this schedule:

1. If called before noon, men will be available after noon on the same day.

2. If called after noon, men will be available before noon on the following day.
3. Emergency Service – heating or air conditioning off – SAME DAY SERVICE.

FAILURE TO COMPLY WITH THIS SCHEDULE MAY BE CAUSE FOR CANCELLATION OF CONTRACT.

LOCATION AND EQUIPMENT TO BE MAINTAINED AS FOLLOWS:

- I. Violet Bank Museum, 326 Royal Oak Avenue
1 – Horizontal Coil, Goodman Model H-61F, Serial Number 9901409840
1 – Condensing Unit, Goodman Model CKJ60-1C, Serial Number 9906425278
1 – Gas Furnace, 140,000 BTU, Goodman Model GMP150-5, Serial Number 9983602064
REQUIRED FILTERS: 1 ea. – 22" x 25" x 1"
- II. Courts Building, 550 Boulevard (New Building)
RTU-1 McQuay model # RPS042DLW, serial # FBOU130100988
FILTERS REQUIRED: 20ea. 16"x25"x2" pleated; 18ea. 16"x20"x2" pleated; 3ea. 20"x25"x2" pleated
RTU-2 McQuay model # RDT050DSW, serial # FBOU130101031
FILTERS REQUIRED: 63ea. 16"x25"x2" pleated; 21ea. 16"x20"x2" pleated
7 Mitsubishi ductless split systems and 1 Leibert DSS (All washable filters)
27 fan powered VAVs w/filters – 3 ea. 22" x 19" x 1"; 24 ea. 17" x 17" x 1"
33 VAVs w/no filters
2 Lochinvar Knight XL boilers
7 exhaust fans
4 cabinet unit heaters
3 unit heaters
2 electric baseboard heaters
- III. City Garage, 501 Lake Avenue
1 – Trane EX60 Gas Furnace, Model 1 UP100A998A1, Series C45602397, 100,000 B.T.U. Input
1 – Evaporator Coil, Model TXC03684HPAO
1 – Trane Condenser, Model TTD736B100A1, Serial D31211961
2 – Gas Heaters, 100,000 BTU, Dayton Model 3E229, Serial Numbers C8106381 and C8105822
1 – Gas Heaters, 140,000 BTU, Sterling Radiator Model QVF1755, Serial Number Q9002744
1 – Gas Heater, 75,000 BTU, Sterling Radiator model QVF-755, Serial Number Q9019396
REQUIRED FILTER: 1 ea. – 14" x 24" x 1"
AH-1:
1 – Carrier Model FK4DNF002 Variable Speed Fan Coil, Serial #4103A70340
1 – Carrier Model KFCEH0801N08, 8KW @ 240/1 Heater Package

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III. City Garage, 501 Lake Avenue(cont.)

HP-1:

- 1 – Carrier Model 38YRA018-3, 240-1-60 Heat Pump, Serial #4903E00995
- 1 – Carrier Model KAACH1201AA Crankcase Heater

1 – Carrier Model KSALA0201R22 Low Ambient Pressure Switch
1 – Carrier Model TSTATCCPHP01-B Digital Programmable Thermostat
Bay Heaters:
4 – Roberts Gordon Vantage TF 120,000 BTU Natural Gas Low Intensity Infrared Model TF120,
Serial #0307-090-120-001; #0307-090-120-002; #0307-090-120-003 and #0307-090-120-004

IV. Community Building, 157 Roanoke Avenue

1 – Singer Condensing Unit 254327, Model CL58-1A REQUIRED FILTERS: 4 ea. -16 x 25 x 1
1 – Rheem 5 Ton Condensing Unit, 203-230 volts single phase, Model Number RAKA-060JAZ,
Serial Number 5721 M2300 11533
1 – 10 Ton Air Handling Unit and related controls
REQUIRED FILTERS: 2 ea. – 14” x 20” x 2”; 1 ea. – 14” x 25” x 2”
9 – Convectors
1 – Expansion Tank
2 – Electric Wall Heaters
1 – Exhaust Fan – 580 CFM
1 – Heat Pump on Roof, York 5HP, 208-230, Model Number B3CH060A06A, Serial Number NLBM070863
1 – Gas Fire Boiler, Peerless Cast Iron 61-18251
1 – RTU-3 American Standard 3 Ton, Serial Number YSC036E1RLA07QUos, 912100090L
1 – RTU-4 American Standard 5 Ton, Serial Number YSC060E1RLA05BOB100000000, 912100579L
1 – RTU-5 American Standard 4 Ton, YSC048E1RLA07QUos, 912100517L
REQUIRED FILTERS: 2 each, 20 x 30 x 2 filters

V. Recreation Room, Shepherd Stadium

1 – Trane 90% AFUE Gas Furnace, Model TUC-100-C-948-A, 100,000 BTU Rating with 3 ton Trane
XE-1000 10 SEER Air Conditioning Unit, Model TTR-036-C-936-A, and indoor Evaporator Coil Model
TXC-306-C4HPB
1 – Trane 90% AFUE Gas Furnace, Model TDC-060-C-936-A, 60,000 BTU Rating with 1-1/2 ton 10
SEER rated Air Conditioning Unit, Model TTR-018-C-100-A
2 – Honeywell T-87-F Thermostats
REQUIRED FILTER: 3 ea. – 14” x 14” x 1” – used in the return vents
1 ea. – 14” x 30” x 1”

Recreation, Shepherd Stadium Concession Stand

1 – Goodman Condenser Model CPLE36-1C, Serial Number 0503067810
1 – AHU model ARUF042-00A-7A, Serial Number 0503192141
REQUIRED FILTER: 1 ea. – 14” x 14” x 1”

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Recreation, Soccer Field Concession Stand

1 – Goodman Condenser Model GSH130361AD Serial Number 0802122040
1 – Goodman Model ARUF364216BA Serial Number 0803222477
REQUIRED FILTER: 1 ea. – 20” x 20” x 1”

- VI. Public Works Office, 501 Lake Avenue
1 – Wall Unit Heat/Air Conditioner, Amana PTH12335J, Serial Number 9509182970
1 – Wall Unit, Amana PTC093A35AA, Serial Number 9611233621
REQUIRED FILTERS: Permanent filters – to be removed, cleaned, and replaced (washables)
- VII. Health Department, 200 Highland Avenue
2 – York Champion Electric Heat Pumps
1 – Air Handler, #E2CP042A06
1 – Air Handler, #E1CP03A06
1 – Condenser, #F1CP042A06
1 – Condenser, #F1CP03A06
1 – Electric Heat Coil #2HC06501506
1 – Electric Heat Coil #2HA06501006
2 – Automatic Thermostats
REQUIRED FILTERS: 1 ea. – 16” x 20” x 1”; Filter Media – 17” x 23” x 1”
- VIII. Public Library, 1000 Yacht Basin Drive
1 – Trane ACCU-1 manf.#RAUCC25EBY 10 ABDF 00000
Cond. 25 ton serial#C05C01968
1 – Trane ACCU-2 manf.#TTA180C30RGA
Cond. 15 ton serial#51316M1AD
1 – AHU-1 Trane manf.#MCCB021UAOAOUA
Serial#K05B21091
1 – AHU-2 Trane manf.# MCCB012UAOAOUA
Serial#K05B21099
1 – Bryan Model F850- W-GI gas boiler serial#92822/NB-52231
11 – Trane VAV boxes – fan powered
4 – ABB variable frequency motor controllers
1 – Tridium network control system
REQUIRED FILTERS: AHU -1 4 ea. 16”x 20”x 2”; 8ea. 16”x25”x2”; AHU-2 6 ea. 20”x20”x2”
REQUIRED FILTERS for VAV Boxes: 6 ea. 16”x20”x1”; 1 ea. 14”x14”x1”; 4 ea. 20”x20”x1”; 1 ea. 45”x21”x1”
- IX. Fire Station #2, 215 Dunlop Farms Boulevard
4 – Day-tec Radiant Heaters
1 – Circulating Pump
2 – Carrier Gas Furnaces, twin together, Unit 1 – Model 58GS100JA, Serial Number 3691A01883;
Unit 2 – Model 58G5100JA, Serial Number 4391A02490
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- IX. Fire Station #2, 215 Dunlop Farms Boulevard (Cont.)
4 Zone Parker System
1 – Carrier Heat Pump, Model 38YH042500DL, Serial Number 518E22194
1 – Air Handler, Model 40YR042300, Serial Number 4391H05843
REQUIRED FILTERS: 1 ea. – 20” x 20” x 1”; 2 ea. – 20” x 25” x 1”

- X. Animal Shelter, Charles Dimmock Parkway

1 – Condensing Unit, ¼ H.P. Fan Motor, Carrier Model Number 38TKB048331, Serial Number 1196E17282
 1 – Condensing Unit, 1/10 H.P. Fan Motor, Carrier Model Number 38TKB036310, Serial Number 2496E19851
 1 – Heat Pump Unit, Carrier Model Number 38QR018C300, Serial Number 2596X28513
 1 – Evaporator Coil, Bryant Model Number CD5AXA048000AAAA, Serial Number 1496X92591
 2 – Gas Furnaces, Carrier Weathermaker 8000, Model Number 58WAV091-16, Serial Number 3496A11939 and Model Number 58ZAV050-12, Serial Number 1696A09533
 1 – Evaporator Coil, Carrier Model Number CD3BXA036000AAAA, Serial Number 1896X37399
 REQUIRED FILTERS: 1 ea. – 20” x 25” x 1”; 1 ea. – 13-1/2” x 19-1/2” x 1”; 1 ea. – permanent filter washable

XI. Fire Station #1, 100-B Highland Avenue

1 – Carrier Weathermaker, 7 ½ ton Heat Pump, Model 50QH008530D8, Serial Number 1887G91368, 208/230 volts, 1 phase, R-22, 208/230, 3 phase
 2 – Reznor gas-fired heaters (located in bays)
 REQUIRED FILTERS: 1 ea. – 24” x 30” x 1”

XII. City Hall, 201 James Avenue

2 – Trane forced air furnace with cooling unit, approximately 250,000 BTU, Model YCD300B3LAFB, Serial Numbers P37100693D & P37100719D
 REQUIRED FILTERS PER UNIT: 4 ea. – 20” x 20” x 2”; 4 ea. – 20” x 25” x 2”
 1 – Trane forced air furnace with cooling unit approximately, 120,000 BTU, Model YCD090D3LOBE, Serial Number P38101972D
 REQUIRED FILTERS: 3 ea. – 16” x 25” x 1”
 1 – Trane forced air furnace with cooling unit, approximately 150,000 BTU, Model YCD150C3LABB, Serial Number 38103976D
 REQUIRED FILTERS: 3 ea. – 16” x 20” x 2”; 3 ea. – 20” x 20” x 2”

City Hall, Server Room, 201 James Avenue

1 – Mitsubishi Split System heat Pump, Model PKA-A18GAL, R410 A Refr.
 1 – Mitsubishi Condenser Model PUYA18NHA2 Serial Number 73U012950
 1 – Sauermann Condensate pump #SII730

XIII. Public Safety Building, 100-A & B Highland Avenue

6 – Carrier Rooftop Units, 208 volts, 3-phase, R-22 with gas heat
 RTU-1 – Model 48TJF020 series 570AA, Serial #0101F54556
 RTU-2 – Model 48HJD017 series 580AA, Serial #0101F54559
 RTU-4 – Model 48HJE009 531, Serial #0301G30214
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XIII. Public Safety Building, 100-A & B Highland Avenue (Cont.)

RTU-5 – Model 48HJF025, series 580AA, Serial #4000F37327
 RTU-6 – Model 48HJE014 551, Serial #3400G30685
 RTU-7 – Model 48HJD017 series 580AA, Serial #0101F54558
 REQUIRED FILTERS: RTU’s – 1, 2, 5, & 7 – 4 ea. 16” x 20” x 2” and 4 ea. 20” x 20” x 2”
 RTU-4 – 4 ea. 16” x 20” x 2” RTU-6 – 4 ea. 20” x 20” x 2”
 5 – Electric heaters, 5KW, 208 volts, 3-phase, Markel Model 6333D052033B50CMF, serial #’s 13269-001, 13269-002, 13269-003 (fire station stairwell), 13269-004 & 13269-005
 REQUIRED FILTERS: 5 ea. 9-3/4” x 19-5/8” x 1”

Public Safety Building, Server Room

1 – Unitary Products AHU Model #AHP18B3XH21A, Serial Number AOB8655427

REQUIRED FILTERS: 1 ea. 16” x 20” x 1”

1 – Condenser Model TCGD18S21S1A Serial Number W0B8611024 R-22

1 – Beckett Condensate Pump CB151UL

XIV. Utilities Department, 2701 Conduit Road

1 – Condenser, 3.5 tons, Carrier Model 38YCB042610, Serial Number 2596E27340

1 – Air Handler, 3.5 tons, Carrier Model FC4BNF042, Serial Number 1896A16986

1 – Condenser, 7.5 tons, Trane Model TWA090A400BA, Serial Number G06198043

1 – Air Handler, 7.5 tons, Trane Model TWE090A300CA, Serial Number N2640C25H

4 – Gas Heaters, Modine, Model Number PD15AE0130, Serial Numbers 05011012598-4740 (North Side); 05011012598-4745 (North Center); 05011012598-4739 (South Center); 05011012598-4746 (South Side)

REQUIRED FILTERS: 3 ea. – 16” x 25” x 1”; 1 ea. – 20” x 20” x 1”; 2 ea. – 12” x 12” x 1”

PROPOSALS – shall include the following

Factor#1

Furnish **all labor, materials, equipment, tools, parts and supplies** (including appropriate filters and compressor oil) necessary to supply the City of Colonial Heights with a Contract for Preventive Maintenance of Mechanical Equipment which shall include four (4) yearly preventive maintenance inspections as required and outlined in specifications as follows:

Locations I through XIV Quarterly \$_____ Annually \$_____ Lump Sum

Factor #2

All other work done on an “ON CALL” Basis is to be done on a time and material basis as indicated below.

Time rates shall begin upon arrival at job site.

Bidders shall include in their hourly rates, all overhead, profit, estimates, administrative cost, insurance, travel time, union pension fund, worker’s compensation, unemployment insurance, social security, etc. in the labor rate. NO ADDITIONAL COST WILL BE ALLOWED.

The Contractor agrees to provide parts and materials equal to those of the original equipment manufacturer for repair of all HVAC equipment. Parts and Supplies shall be provided at the Contractor’s Actual Invoiced Costs. NO MARK-UP ALLOWED. A copy of all paid invoices for parts, components, materials and supplies shall be attached to the invoice and copy of the work ticket submitted to the City.

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THERE WILL BE NO ALLOWANCE OR PAYMENT FOR SUCH CHARGES AS “SUPPLIES”, “MISCELLANEOUS”, “DISPOSAL”, ETC.

A. Mechanic \$_____ per hour x 8 regular hours = \$_____ per day

B. Truck Fee \$_____ per trip (flat fee)

Total typical one (1) day service call

C. Helper \$_____ per hour x 8 regular hours = \$_____ per day

OVERTIME AND HOLIDAY LABOR ONLY WILL BE PAID AT A RATE EQUAL TO 1.5 TIMES THE REGULAR HOURLY RATE LISTED ABOVE. TRUCK FEE WILL REMAIN AT THE FLAT FEE PER TRIP CHARGE.

NOTE: IF A SERVICE CALL HAS BEEN PLACED BY THE CITY AND ADDITIONAL CALL(S) IS MADE FOR SERVICE WHILE YOUR COMPANY IS HERE, WILL YOUR COMPANY WAIVE THE SECOND TRUCK FLAT FEE FOR THIS CALL(S)? YES_____ NO_____

Distance in miles from your place of business to the City of Colonial Heights _____.

Regular Time is: _____ hours per day or _____ hours per week

Overtime is over: _____ hours per day or _____ hours per week

Hours of Operation for personnel will be the same as the City's hours of 8:00 a.m. until 4:30 P. M. unless an emergency exists which creates an overtime situation. Service technicians should report to the Buildings & Grounds Department prior to going to the site unless prior arrangements have been made.

A minimum crew will consist of a mechanic and shall be used unless additional mechanic or helper is authorized by the Buildings & Grounds Department. The City Maintenance Superintendent will assist the contractor if possible and shall be used unless additional mechanics are authorized by the Buildings & Grounds Department.

Please furnish the following information:

Company Representative/Contact Person _____

Telephone Number – Daytime _____ Nighttime _____

Emergency Contact _____ Cellular Number _____

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Contact Person for Service Calls: _____ Telephone Number _____

Email _____

If a discount is offered, it is required that a minimum of twenty (20) days be allowed for payment in order for the discount to be considered. Our teams are _____. If this blank is not filled in, it is understood that a discount of 2% is allowed for payment by the 20th day after receipt of order.

Please return proposals to Ms. Judi L. Whitt, Procurement Specialist, City of Colonial Heights, 201 James Avenue, 2nd Floor, P. O. Box 3401, Colonial Heights, VA 23834-9001.

Mark outside of envelope with Subject #14-112002-1034 and closing date and time of the proposal.

Renewal of Contract

This contract may be renewed by the City for four (4) successive one year periods under the terms and condition of the original contract. Upon a determination by the City to renew this contract for an additional term, written notification will be given to the contractor.

Project/Contract Description: Any resulting contract shall be effective upon endorsement and shall be in effect for a period of time to be determined as a result of the selection process. The continuation of any contract and the terms, conditions and provisions pertaining thereto beyond any fiscal year is subject to the approval and ratification by the City of Colonial Heights City Council.

Sub-Contracting of Work: No portion of the work will be assigned to a sub contractor without the written consent of the City.

City's Responsibility: The City Shall:

- Provide to the contractor all information in possession of the City which relates to the City's requirements for the project or which is relevant.
- Assist the contractor in obtaining permission to enter upon public and private property as required for contractors to perform the services.
- Examine all studies, test results, sketches, drawings, specifications, proposals, and other documents presented by the Contractor.
- Designate a person(s) to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions.

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Non-Collusion Statement

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set for in Request for Proposal # SP14-112002-1034.

My signature certifies that the accompanying proposal is not the result of or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the

Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law and can result in fines, prison sentences and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or personal that could be considered as a conflict of interest to the City of Colonial Heights, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationship with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Colonial Heights, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Colonial Heights.

IF SIGNATURE IS OTHER THAN THE PRESIDENT, PLEASE FURNISH THIS OFFICE A LETTER OF EXPLANATION FOR AUTHORITY TO SIGN FOR THE PRESIDENT.

I herby certify that I am authorized to sign as a Representative for the Firm:

Legal Name of Firm _____

Address _____

Registered Contractor Class _____ Number _____

Federal ID Number _____

Name (Type or Print) _____

Title _____

Telephone (_____) _____ Email _____

Date _____ Signature _____

HOLD HARMLESS AGREEMENT

I (we) _____, agree to the following provision relating to Indemnification of the CITY OF COLONIAL HEIGHTS whereby:

(a) The Contractor shall indemnify and save harmless the City, its agents and employees from and against all claims, damages, injuries, losses to persons or to property and expenses including attorneys' fees, alleged to have been caused through the fault, omissions or negligence of the Contractor, its agents and employees in the performance of any part of the work herein. Contractor shall be responsible to City for the acts and omissions of all person, firms or corporations directly or indirectly employed by contractor in connection with the work.

(b) In any and all claims against the City or any of its agents or employees by any employee of the Contractor or anyone directly or indirectly employed by the Contractor, the indemnification obligation under paragraph (a) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation act, disability benefit acts or other employee benefit acts. Insurance coverage specified in any part of this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract.

CONTRACTOR: _____

By: _____
(Name and Title)

STATE OF _____ of _____

To-WIT: I _____ a Notary Public in and for the _____

_____ aforesaid in the State aforesaid, do certify that _____

_____ whose name is signed to the above agreement bearing the date of _____

_____ day of _____, 20_____, personally appeared before me in my

_____ and State aforesaid and acknowledged the same as his / her act and deed.

My Commission expires the _____ day of _____, 20 _____.

Given under my hand this _____ day of _____. 20 _____.

SIGNATURE OF NOTARY PUBLIC